

DEPT 15
16-02136

GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
PREVENTION EDUCATION AND COMMUNITY EMPOWERMENT (PEACE)
PARTNERSHIPS FOR SUCCESS
CONTRACTOR AGREEMENT

RECEIVED

MAR 24 2016

Bureau of Municipal
Management & Finance

GBHWC RFP 05-2015



COMMUNITY ACTION PLAN IMPLEMENTATION AND EVALUATION

THIS AGREEMENT is made between the Guam Behavioral Health and Wellness Center (hereinafter called GBHWC), and its Prevention and Training Branch, an agency of the government of Guam, whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and Santa Teresita Catholic Church (hereinafter called Contractor), a non-profit organization, whose office address is 192 Vietnam Veterans Highway, Mangilao, Guam 96913.

WHEREAS, GBHWC serves as the single state agency authority for mental health, substance abuse prevention and treatment services for the government of Guam, and encourages the development of public-private partnerships and collaboration in the development of school and community-based programs;

WHEREAS, GBHWC through the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention is the recipient of federal grant funds for its Guam PEACE Partnerships for Success program;

WHEREAS, GBHWC issued a Request for Proposals 05-2015 to seek qualified non-profit organizations to subgrant SAMHSA federal grant funds to in its Guam's PEACE Partnerships for Success program;

WHEREAS, Contractor submitted its proposal and was evaluated as one of the qualified non-profit organization to receive federal grant funds through GBHWC's Guam PEACE Partnerships for Success program;

WHEREAS, GBHWC and Contractor negotiated fair and reasonable cost and pricing in keeping with GBHWC's Guam PEACE Partnerships for Success program as set forth in Request for Proposals 05-2015.

NOW THEREFORE, GBHWC and Contractor, in consideration of mutual covenant hereinafter set forth, agree as follows:

I. INCORPORATION AND ORDER OF PRECEDENCE

Request for Proposal GBHWC #05-2015 and Contractor's proposal are incorporated by reference into this Agreement as if fully re-written herein, and are made part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

CFD04161492



1. SAMHSA Notice of Grant Award Terms and Conditions for GBHWC's PEACE Partnerships for Success Project including, but not limited to the Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirements, then
2. Any contract amendments(s) in reverse chronological order; then
3. This Agreement itself; then
4. Request for Proposals GBHWC 05-2015; then
5. Contractor's Proposal Inclusive of All Signed Forms.

II. SCOPE OF WORK

Adhering to the Strategic Prevention Framework, Contractor agrees to:

1. Implement the submitted Community Action Plan, attached hereto and identified as Exhibit A. With guidance from the PEACE PFS Evaluator and staff, Contractor shall finalize an evaluation plan to evaluate all activities identified in the Community Action Plan capturing pertinent process and outcome measures. Collect and report process and outcome data measures as identified in the evaluation plan for reporting to the PEACE PFS Evaluator.
2. Participate in Partnerships for Success related training and technical assistance activities to build prevention capacity and readiness to implement prevention interventions and sustain positive outcomes.
3. Complete and submit bi-monthly and year-end reports to GBWHC documenting the Partnerships for Success and Community Action Plan work accomplished as well as challenges and lessons learned.
4. Contractor may not use these Federal Funds to pay for any lease beyond the project period; provide services to incarcerated populations; pay for the purchase or construction of any building or structure; provide residential or outpatient treatment services when the facility has not yet been acquired; pay for housing other than residential mental health and/or substance abuse treatment; provide inpatient treatment or hospital-based detoxification services; make direct payments (monetary payments such as cash or check) to individual to induce them to enter prevention or treatment services; make direct payments (monetary payments such as cash or check) to individual to encourage attendance and/or attainment of prevention or treatment goals; meals are generally unallowable; and pay for pharmacologies for HIV antiretroviral therapy, sexually transmitted diseases/sexually transmitted illnesses, TB, and hepatitis B and C, or for psychotropic drugs. Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug. Only allowable costs associated with the use of Federal Funds are permitted to fund evidence-based practices.

III. CONTRACT TERM

1. Initial Term.

The initial term of the contract shall begin upon the date the Governor approves the contract, as signified by his execution of the contract until September 30, 2016 (Initial Term). After the

Governor has approved the contract, GBHWC will issue a notice to proceed, or notify Contractor in some other manner that services are to begin.

The Initial Term is funded with federal grant Budget Period: September 30, 2015 – September 29, 2016; Project Period: September 30, 2013-September 29, 2018 federal funds.

2. Renewal Term.

Subject to the allocation, appropriation and availability of funds and the best interest of Guam, at the option of GBHWC, and as to the agreed negotiated compensation by GBHWC and Contractor, the contract may be renewed for two (2) additional one (1) Fiscal Year periods, FY 2017 and FY 2018 each being a (Renewal Term).

3. No Cost Extension – and Carry-Over Federal Funds.

Subject to the allocation, appropriation and availability of funds and the best interest of Guam, at the option of GBHWC, and in the event federal granting agency SAMHSA allows or awards additional no cost extension period and/or carry-over federal funds from the prior Budget Period, GBHWC may extend this Agreement in keeping with the federal grant terms and conditions.

IV. COMPENSATION

1. Subject to the appropriation, allocation, and availability of funds, GBWC will compensate Contractor for services performed pursuant to Section II. Scope of Work and the agreed to Community Action Plan/Budget set forth in more detail in Attachment A, attached hereto and incorporated herein as if fully rewritten for the Initial Term in the not to exceed amount of ONE HUNDRED SIX THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$106,395.00) for the Initial Term.
2. The parties agree to negotiate in good faith as to compensation for any future Renewal Term.

V. CONTRACTUAL TERMS AND CONDITIONS

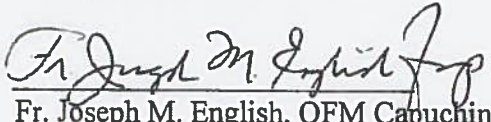
1. Contractor agrees to comply with all applicable federal and Guam laws, regulations and GBHWC's PEACE Partnerships for Success program rules, and any future amendments to those laws, regulations and rules.
2. Contractor as part of its proposal to Request for Proposals 05-2015 has certified compliance and represented it will fully comply with SAMHSA Notice of Grant Award Terms and Conditions for GBHWC's PEACE Partnerships for Success Project including, but not limited to the Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirement, and other federal and Guam laws and regulations, as set forth in more detail Attachment B, attached hereto and incorporated herein as if fully re-written.

SIGNATURE PAGE FOLLOWS

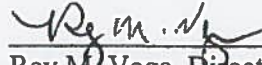
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IN WITNESS WHEREOF, the parties have entered into this agreement on the dates indicated by their respective names.

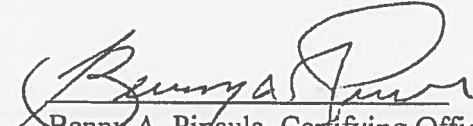
CONTRACTOR:


Fr. Joseph M. English, OFM Capuchin
Santa Teresita Catholic Church
Date: 3/21/2016

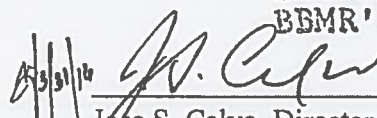
GOVERNMENT OF GUAM:


Rey M. Vega, Director
Guam Behavioral Health and Wellness Center
Date: 3/23/16

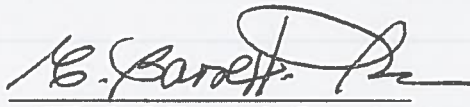
CERTIFIED FUNDS AVAILABLE:


Benny A. Pinault, Certifying Officer
Date: 3/23/2016
Account No.: 5101H152310SEC10230
Amount: \$106,395.00
Vendor No.: S0016691
Period Covering: ~~September 30, 2015~~ - September 29, 2016
April 1, 2016 4/12/16

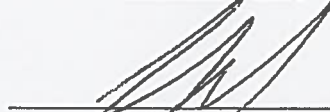
APPROVED:


Jose S. Calvo, Director
Bureau of Budget, Management Research
Date: MAR 31 2016
CLEARED PER MAR 24 2016
BDMR'S REVIEW
Bureau of Budget and Management Research

APPROVED AS TO LEGALITY AND FORM:


Elizabeth Barret-Anderson,
Attorney General of Guam
Date: 4/13/16
GBHWC 16-0213

APPROVED:


Eddie Baza Calvo
Governor of Guam
Date: APR 20 2016

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS

Registration Date 04/20/2016
Registered No. C16060850
Vendor Book No. S0016691
Registered By R 04/20/2016

ATTEST
APR - 5 2016
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ATTACHMENT A

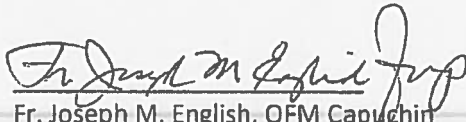
GBHWC and Santa Teresita Catholic Church

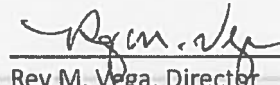
GBHWC RFP 05-2015

Subject to the appropriation, allocation, and availability of funds GBHWC will compensate Contractor for services performed pursuant to Section II Scope of Work, and the agreed staffing pattern and cost and pricing labeled as A2 through A17 attached hereto, for the full term of the contract, in the total annual not to exceed amount of One Hundred Six Thousand Three Hundred Ninety-five Dollars (\$106,395.00) for the Initial Term.

Compensation is agreed to be negotiated in good faith fiscal year by fiscal year based on the federal funds that are received.

AGREED TO BY:


Fr. Joseph M. English, OFM Capuchin
Santa Teresita Catholic Church
Date: 03/21/2016


Rey M. Vega, Director
Guam Behavioral Health and Wellness Center
Date: 3/23/16

BUDGET PROPOSAL
Budget and Justification for FY16
Santa Teresita Catholic Church

Category	Description	Rate	Year 1-FY2016 (106,395)
A. Personnel			
	Kevin Delgado	\$30,000 annually	30000
	Chaunci Franquez	\$3,000 annually	3000
	Family Fitness Night Advisors Fees	\$25 each for 4 advisors x 8 months	800
	Extracurricular/Cooking Advisor Fee	\$25 stipend x 8 months	200
	Total Personnel		34000
B. Benefits			
		Rate or cost	
	Total Benefits		0
C. Travel			
	Life Teen Rep to Annual Conference	\$4000 x 2 people	8000
	Total Travel		8000
D. Supplies, Equipment, and other			
	20x30 Canopies	\$360 x 10 sets	3600
	Folding Chairs	\$20 x 60	1200
	Laptop Computer & Accessories	\$1000 x 5	5000
	Stainless Steel Table	\$700 x 2	1400
	Sound System		3500
	Television screens and mounting system	\$900 x 3	2700
	Butane Gas Grills	\$20 x 10	200
	Butane Gas Cartridges	\$15/box x 10	150
	Cooking Gas (Refill) for Stove		1000
	Portable Sink		750
	Gas Stove		750
	General Extracurricular Equipment		3645
	Physical Activities/Fitness Equipment		860
	Hitch Trailers		4000
	Mule		11000
	Gas	\$50 x 8 months	400
	Cooking Supplies (pots, pans, utensils, mixers, etc.)		500
	First Aid Kits	\$70 x 2	140
	Safety Items (vests, cones, flashlights)		250
	Cleaning Equipment & Supplies		1000
	Announcement Board Lockable Case	\$400 x 4 cases	1600
	Catholympics Event Resources	\$10 x 300 people	3000
	General Office Supplies	\$100 x 8 months	800
	Breathe In Guam Outdoor Activities Resources	20 people x \$25 x 2 quarters	1000
	Extracurricular/Cooking Resources	\$10 x 20 people x 8 classes	1600
	Lenten Prayer Night Resources	\$5 x 100 people x 1 night	500
	Spirit Summer Campout Resources	\$50 x 50 people	2500
	Faith Formation Retreat	\$50 x 75 people	3750
	Fair for the Future Conference	\$20 x 200 people	2000
	Total Supplies		58795
E. Contractual			
	Rental of Space (STC)	\$500 x 8 months	4000
	Photocopying Services (STC)	\$200 x 8 months	1600
	Total Contractual		5600
	Total Proposed Budget		106,395

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Santa Teresita Catholic Church
Budget Justification

A. Personnel

Kevin Delgado, Project Director

Kevin will be responsible for the overall management and implementation of this project. This includes planning all activities, implementing the activities with quality and fidelity, ensuring the activities are documented, and collecting data as needed for reports.

Kevin will plan all spiritual retreats, and will provide the leadership for extracurricular, career and sports activities. He will also be responsible for procuring equipment and supplies.

Chaunci Franquez, Clerical Support

Chaunci will provide clerical support which will include filing, inputting data, developing flyers, and assisting with procuring of equipment and supplies.

Family Fitness, Healthy Cooking, and Extracurricular Instructor Fees – this provides a stipend for various adult volunteers to provide lesson and guidance for these activities

B. Fringe Benefits – none

C. Travel

This project will support travel for people to attend the Catholic Youth Ministry Convention sponsored by Life Teen. The convention focuses on training for youth ministry and incorporates elements of a spiritual retreat. There are over 60 creative sessions to choose from during the convention. It'll also provide networking opportunities with other parishes that implement Life Teen for support and resources. Attendance at this convention is critical to implement the Life Teen program and provide appropriate leadership skills to Life Teen ministers.

D. Supplies, Equipment and Other

Item	Justification
20x30 canopies	For use during outdoor activities
Folding Tables	For use during almost all indoor and outdoor activities
Folding Chairs	For use during almost all indoor and outdoor activities
Laptop Computer & Accessories	Computer lab for career exploration, life skills, extracurricular, and other activities.
Stainless Steel Table	For use during healthy cooking activities and as needed for extracurricular activities
Sound System	For large events including sports activities and retreats and prayer nights
Television screens/mounting system	To be used for Life Night sessions – every week as part of the Life Teen curriculum, the youth

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	members break into 4 smaller sessions. The breakout sessions usually include online videos and other presentations.
Projector Screen	For presentations, additional break out sessions and large presentations in social hall
Media Projector	For presentations, additional break out sessions and large presentations in social hall
Butane Gas Grills	For healthy cooking , extracurricular, campout and spiritual activities
Butane Gas Cartridges	For healthy cooking , extracurricular, campout and spiritual activities
Cooking Gas (Refill)	For healthy cooking , extracurricular, campout and spiritual activities
Portable Sink	For healthy cooking , extracurricular, campout and spiritual activities
Gas Stove	For healthy cooking , extracurricular, campout and spiritual activities
General Extracurricular Equipment	Provide start up equipment for extracurricular activities and lesser amounts in years 2 and 3 to replace overused, damaged, or lost items and to purchase other specialized equipment
Physical Activities/Fitness Equipment	Provide start up equipment and other amounts in years 2 and 3 to replace overused, damaged, or lost items, and to purchase different types of fitness equipment
Hitch Trailer	To transport materials, tables, chairs, and other equipment
Mule	To transport materials, equipment, and to haul trailers
Cooking Supplies/Equipment	To purchase pots, pans, utensils, mixers and other equipment to conduct healthy cooking activity
Deep Freezer	Needed to store food for healthy cooking and resources for other activities
Refrigerator	Needed to store food for healthy cooking and resources for other activities
Gas	For the project director or clerical staff to purchase and pick up needed equipment and supplies for activities; and for transportation of equipment
Portable Music Keyboard	For the retreats and prayer activities
Storage Container (20-foot container)	To store and protect large equipment
First Aid Kits	For use during extracurricular, fitness, campout, and spiritual activities as needed, lesser amount in years 2 and 3 to replenish supplies
Safety Items (vests, cones, flashlights)	For use during spiritual, physical/fitness, and outdoor activities
Cleaning Equipment & Supplies	For use during all activities

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Announcement Board Lockable Case	Cases will be situated around the church and social hall to attract youth to activities and to remind them of upcoming activities
Catholic Bibles	To be used during prayer nights and Life Night Sessions – years 2 and 3 will provide additional Bibles for damaged or lost ones
Additional printed Catholic Resources	For other resources recommended by LifeTeen or other sources
Catholympics Event Incentive	This event will be held annually for those around the island as a culminating event to collect data and as a kick-off event to attract new youth members. Funds will be used for prizes and other resources and supplies needed.
General Office Supplies	To implement project activities
Life Night Session Resources	Provides meeting resources to those attending Life Night sessions (an activity under Life Teen)
Family Christmas Parade Resources	This event will culminate and showcase first semester spiritual sessions covered under LifeTeen and other youth programs. Funds will provide consumables to support youth participants.
Breathe in Guam Resources	These outdoor activities will be changed monthly and may include hiking, swimming/snorkeling, and participation in existing sports tournaments. Funds will be used to support these different activities.
Extracurricular/Cooking Resources	These activities include career exploration (such as automotive), and life skills, including cooking, computer, drawing. Provides resources for the extracurricular activities
Advent Prayer Night Resources	Spiritual activity for youth and their families in preparation for Christmas season; includes inspirational speakers, reflection, and interpersonal skill building activities. Provides resources for function
Lenten Prayer Night Resources	Spiritual activity for youth and their families in preparation for Easter season; includes inspirational speakers, reflection, and interpersonal skill building activities. Provides resources for function
Spirit Summer Campout Resources	This event will enable youth to have time for spiritual and physical renewal, and to provide an avenue to practice what they have learned throughout the year, and extend themselves spiritually and physically. Provides supplies, and other resources needed, including camping equipment.

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Fair for the Future Conference

Conference for career exploration – including an expo of careers – conducted at a venue where employers and professionals can exhibit their products, services, and skills.

New Year's Conference

This event will provide another way to recruit youth and family members and feature activities for the year. Funds will cover stage rental, lighting, equipment, and instruments.

Faith Formation Retreat

Sacramental preparation retreat for high school student

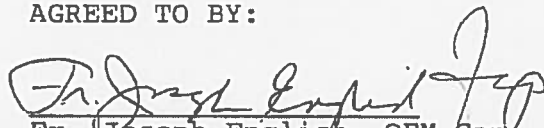
E. Contractual

Rental space – this cost reimburses the church for standard rental space that includes the use of needed areas (including restrooms), power and water

Photocopying services – this supplements the current photocopying contract at the church to account for the needed services for this project

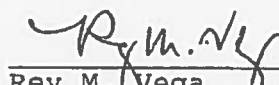
Life Teen Annual Subscription – Life Teen is a resource that must be paid for and includes the curriculum, and other resources. Benefits include support for year-round planning and accountability, and resources such as Life Night guides, liturgical assistance, video support and other extra resources that can be adapted to our needs.

AGREED TO BY:


Fr. Joseph English, OFM Cap.
Santa Teresita Catholic Church

01-22-2016

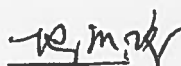
Date


Rey M. Vega
Guam Behavioral Health and Wellness Center

3/23/16

Date

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PEACE Partnerships for Success
Santa Teresita Catholic Church
Community Action Plan, 2015-2018

Produced September 15, 2015

Santa Teresita Catholic Church
192 Vietnam Veterans Highway
Mangilao, Guam
Tel: (671) 734-2100
Fax: (671) 734-2172

This Community Action Plan was produced in partnership with Guam Behavioral Health and Wellness Center, Prevention and Training Branch. Funding made possible by the Partnerships for Success Grant # 1U79SP020157-02 from the Substance Abuse and Mental Health Services Administration (SAMHSA). The views expressed here do not necessarily reflect the views, opinions or policies of SAMHSA, nor does mention of trade names, commercial practices or organizations imply endorsement by the U.S. Government.

AT

Time: 8/03/21/16 W. Smith

INTRODUCTION and BACKGROUND

1. Santa Teresita Catholic Church's Community:

The mission of Santa Teresita Catholic Church (STC) is to serve, strengthen, and nourish the physical, spiritual, and emotional needs of the Church community of God. The Church was founded February 25, 1951 and will celebrate its 65th anniversary as a faith community in 2016.

STC is centrally located in the village of Mangilao. The 2010 Census puts the village of Mangilao at over 15,000 people. Mangilao lies between the villages of Barrigada and Chalan Pago. However, the village is unique in that it also branches out into subdivisions bordering the heavily populated villages of Dededo and Yigo. Many parishioners come from these subdivisions, including Latte Heights, Latte Plantation, Sunrise Village, Banyan Heights, and lower and upper Pagat. In addition, there are a large number of parishioners from other villages.

2. Resources, Partnerships and Collaborations:

Santa Teresita Catholic Church has many resources to fulfill its mission and provide outreach to parishioners and the community it serves. As most churches, STC relies on donations from its parishioners as its main source of funding. STC also conducts fundraising activities throughout the year.

Santa Teresita Catholic Church is under the Archdiocese of Agana. The church is run by the Capuchin Friars and the parish priest is the head of the church. Office staff includes 3 full-time employees (office manager, programs director, secretary) and a part-time office aide. The Parish Office contains basic operational equipment, such as a photocopier, fax machine, and computers. In addition, through the first Letter of Agreement with GBHWC-PEACE, the parish has recently been able to acquire a laptop computer, projector screens, and equipment for youth activities. Volunteers provide many different services in the parish, including taking care of daily Mass needs (sacristans, techs, lectors), teaching the faith, serving on the Pastoral Team and financial council, and as serving members in over 40 adult and youth organizations.

STC is one of the largest parishes on the island of Guam and is located in Mangilao along Vietnam Veterans Highway (Route Ten) across from the Mangilao Mayor's Office. The parish has a vibrant, active community - from the young to the manamko'. Many people from other villages make STC their home parish. Currently, the parish has 550 registered families, and overall membership is estimated at up to 3,000 people.

The parish works closely with the Office of the Mayor of Mangilao, village schools, and other parishes in conducting outreach activities. This has included feeding the homeless, visiting GMH patients, a summer picnic for DYA inmates, clothing and toy drives, school supply drives, a manamko' Valentine's dance, "New Year, New Hope" breakfast for the needy, and activities for foster families and those under the care of the ALEE Shelter.

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3. The Planning Process:

The initial step taken by Santa Teresita Catholic Church was the implementation of a youth survey to 150 parish youth to determine our population's substance use priorities as well as to gain an insight on protective factors present. Subsequently, this plan was developed as a collaborative effort from many stakeholders, including parents, single adults, youth, and professionals who have experience working with the youth. Several stakeholders' meetings were conducted. The first meeting targeted adults – mostly parents. Results of the needs assessment were shared with the group and then the group brainstormed a list of risk factors, protective factors and activities that address these factors. Through thorough discussions, stakeholders prioritized activities based on impact to the youth and alignment to the mission and resources of the church. A total of 15 people attended this first session with nine being parents. All provided verbal input while the facilitator wrote responses on the board.

The second meeting targeted middle school and high school students. A similar process was done, but in smaller groups so that students were comfortable sharing their experiences and thoughts. Three different mini groups were convened. The first group consisted of seventeen 13-14 year olds (8th graders), 12 males and 5 females. The second group consisted of twenty-four 14-15 year olds (9th graders), 13 males and 11 females. The third group consisted of twenty-eight 15-16 year olds (10th graders), 16 males and 12 females. The total for the second meeting were 69 youth members ranging in age from 13-16 years old, with 39 males and 30 females.

The last meeting was held with a group of educators and others having experience working with youth in professional roles. There were a total of 10 professionals that reviewed the risk and protective factors and offered feedback and insight into the connection of these factors to the development of projects and activities designed to mitigate risk factors and promote protective factors.

In all three meetings, stakeholders had multiple opportunities to provide input. When making decisions on priorities, votes were taken by a show of hands.

4. Needs Assessment Summary:

- *What priority(ies) did your organization choose to address?*
- *How was/were the priority(ies) selected?*
- *What are the risk and protective factors identified in your community?*
- *Which risk and protective factors will you address?*
- *How were the risk and protective factors prioritized/selected?*

A youth survey was conducted in June 2015 and the significant findings were the number of youth reporting the use of alcohol and marijuana. These results were shared with the stakeholders and are attached to this Community Action Plan.

Risk factors that were identified included: easy access to and availability of alcohol in homes and at social events, poor adult role models, stress, peer pressure, expectation or norm of the culture (alcohol is served at parties and other social events), anger resulting in lashing out or rebellion, boredom, frustration, and depression, issues or problems at homes or with friends, unstable relationships, and unsupervised home environment due to single parents, working parents, divorced

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parents, estranged parents, party parents (active social life that doesn't include children). These risk factors were the most commonly mentioned by the stakeholders. Youth respondents added the following: pressure to be cool, media portrayal of actors, pop stars, and musicians using alcohol, for initiation into gangs and to belong.

Protective factors that were identified included: attendance at church and church related events, participation in workshops and conferences that build positive interaction with peers and ways to combat drug and alcohol use, involvement in sports and other youth organizations that includes after school programs, strong faith and spirituality activities (including praying), interacting with positive role models and peers, awareness and knowledge of the consequences (addiction, stealing, lying, incarceration, financial impact, shame and stress on the family, health) and building a positive self-image (to be able to stand up for yourself against peer pressure and using common sense). One youth member responded, "Being in a youth group with God-centered people" truly helps.

When the group of professionals reviewed the input from the adult and youth groups, a consensus was reached about the risk and protective factors. The only addition was the suggestion of providing employment opportunities for young people to keep them focused and as a career exploration tool.

Stakeholders then voted on which positive factors and activities should be a priority for the church community to implement. The protective factors of increasing spirituality with a component of positive self-worth and self-image were the top vote getters. Upon further discussions, an expanded Life Teen with related youth activities (sports/fitness, lifestyle, careers); and basic life skills workshops (that provide awareness on the negative consequences, ways to prevent or counteract drug and alcohol use, and provide family bonding strategies for both parents and teens alike) was the strategy chosen to increase spirituality and positive self-worth/image.

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Timeline: 04/03/21/16 R. M. V.

Santa Teresita Catholic Church's Vision for PEACE Partnerships for Success

1. Our Vision:

The vision of the parishioners of Santa Teresita Catholic Church is to:

- Collaborate efforts, strengths, and resources with the Archdiocese of Agana, the religious and laity, island parishes, Catholic educational institutions, and other religious communities;
- Reach out and share the Good News through faith with our people;
- Offer spiritual, physical, and emotional nourishment to all ministers and parish family members, from childhood to adulthood, and maintaining that nourishment;
- Strengthen the faith and practices through religious education and enrichments, and bringing the un-churched "home";
- Share of time, talent, and treasure toward the Church; and
- Celebrate a greater faith community with full focus on Christ and His Church.

This vision is consistent with Guam's Vision for PEACE. Both visions incorporate the betterment of the individual and the community, and the importance of empowering everyone to use their resources, talents, and time to be a part of the solution.

2. Our Mission:

The mission of Santa Teresita Catholic Church reads, "Empowered by the spirit of Santa Teresita, our parish exists to serve, strengthen, and nourish the physical, spiritual, and emotional needs of the Church community of God. In doing so, it carries the Light of Christ and Light of Love in the ever-changing world."

This connects to Guam's Mission for PEACE. Through the implementation of activities in our Community Action Plan, Santa Teresita Catholic Church will effect positive behavioral health changes. These activities are responsive, aligned with best practices, and sustainable through the support from PEACE.

3. Our PEACE Pillars for Success Priority(ies):

The activities in the Community Action Plan are consistent with the following PEACE pillars for success priorities – Youth Empowerment and Strong Leadership. The goals, objectives and strategies of this plan connect and provide youth with the skills for empowerment and strong leadership.

All

INITIALS: 10/03/21/14 Rym:ky
Community Plan Partnership

THE PLAN OF ACTION

1. What strategies/interventions will be implemented to accomplish the PEACE Pillars for Success and your goals and objectives?
What will you do step by step to implement your strategies and/or programs?

To complete the following matrix:

- 1) Define goals (What is the consumption/ consequence (problem) to be changed?).
- 2) Define objectives.
- 3) Select strategies, complete the application form (Appendix A) and the logic model to test the fit (Appendix B).
- 4) Complete other requested information in the matrix below.
- 5) Please modify the matrix as needed based on the numbers of goals and objectives you have identified. You can copy and paste the template below if you need more rows, you can also delete as needed.

GOALS TO BE ACCOMPLISHED THROUGH UNDERAGE DRINKING AND MARIJUANA USE AMONG YOUTH

OBJECTIVE 1: To strengthen spirituality, positive self-worth and self-image thereby deterring underage drinking and marijuana use among youth		Strategies/Action Steps (What will you do?)	Which Pillars for Success Strategy does this address?	Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Needed Resources and Support	Potential Barriers or Challenges
1.1.1	Adapt Life Teen Program		Youth— Empowerment and Strong Leadership	Kevin Delgado	2018	Adult volunteers, Mangilao Mayor Office	Incentives, Life Teen subscription	Funding and staffing
1.1.2	Expand Life Teen program by implementing retreats, prayer nights, summer camp, and other spiritual activities		Youth Empowerment and Strong Leadership	Kevin Delgado	2018	Capuchin Friars, adult volunteers	Venue rental incentives, retreat and prayer programs	Funding and staffing

2. Adherence to National Standards for Culturally and Linguistically Appropriate Services (CLAS)

- Please refer to Appendix C to review CLAS Standards, information is also available on <https://www.thinkculturalhealth.hhs.gov/pdfs/EnhancedNationalCLASStandards.pdf>
- How will you ensure that the strategies/interventions your organization implements will be culturally and linguistically competent to your target audience whether it's ethnicity, age, gender, etc.?
- How will you incorporate Culturally and Linguistically Appropriate Services in your organization's structure and policies and procedures?

Santa Teresita Catholic Church already strives to implement culturally and linguistic competence in its activities after years of serving people from diverse backgrounds, whether it be socio-economic status, ethnicity, gender, and even religion. For example, the village of Mangilao has always had a large number of immigrants from the islands near Guam, particularly Chuuk, and the church composition reflects this diversity. Masses were held in Chuukese when feasible. In addition, many adults and young people from Chuuk are active in the different ministries. Santa Teresita Catholic Church also has programs for all ages, from young children to adults, and for all genders. Different types of programs and groups also help attract diverse groups of people. Thus, the church has always attracted, respected and honored those from diverse backgrounds.

Santa Teresita Parish will ensure cultural and linguistic competency by incorporating resource materials and strategies that respect and connect with our diverse community. This will include working in small groups, not "singling out" individuals, providing hands-on activities, using project-based approaches, and using materials and resources from the local environment. In addition, our grant coordinator, Dr. Clare Camacho, is highly trained in cultural and linguistic practices. She teaches specific courses at the University of Guam that address cultural and linguistic practices to pre-service and in-service teachers and has conducted numerous trainings to the church and the island community on these topics.

3. Communication Plan

Please attach the communication plan developed through the Strategic Health Communication training. Note that the Communication Plan must also address the goals and objectives that were identified on the Plan of Actions matrix.

4. Sustainability

What are your plans to sustain your strategies/interventions?

Funds from this Partnership will be used to purchase start-up equipment, and for payment to staff to develop specific programs. This will make sustainability possible for Santa Teresita Catholic Church since the groundwork and the resources will be established. The goal is to plan, develop, implement, and evaluate the programs, and then use the information to make improvements. The Project Director will then be responsible for the development of program guidelines for future use once support from PEACE is no longer available. After the project is completed, the Church is committed to continuing activities through donations of consumables and with consistent base of volunteers. Again, this will be easier since start-up costs for equipment and for program development have been provided through PEACE.

A14

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EVALUATION

1. PROCESS

EVALUATION INDICATORS AND DATA SOURCES					
	Indicators What measure will tell us what we want to know?	Data sources/Method Where/How will the data be collected?	Frequency When will the data be collected?	Who is responsible?	
Target population	Number of active collaborators/partners supporting the sub-recipient's comprehensive prevention approach.	Recorded when support is provided	Ongoing, at every activity	Kevin Delgado	
Activities and Interventions	Number of people reached by IOM category (universal, selected, indicated) and demographic group. Number of evidence-based programs, policies, and/or practices implemented by sub-recipients. Number of prevention activities at the sub-recipient level that are supported by collaboration and leveraging of funding streams.	Sign-in sheets at all activities Flyer announcing activity and copies of sign-in sheets Flyer announcing activity and copies of sign-in sheets	Ongoing, at every activity Ongoing, after every activity is completed Ongoing, after every activity is completed	Kevin Delgado	
Increased Access to Services	Number of culturally competent evidence-based programs offering prevention or cessation services for alcohol.	Needs Assessment Report and updates (Progress reports)	Monthly	Kevin Delgado	
Increased Access to Services	Number of persons served by age, gender, race and ethnicity in various	Instruments developed by Evaluator/SEOW for each	On-going, at every	Kevin Delgado	

A15

... 10/16/14 R.M.V.

settings.	setting- specific activity: registration form, sign-up sheets.	activity
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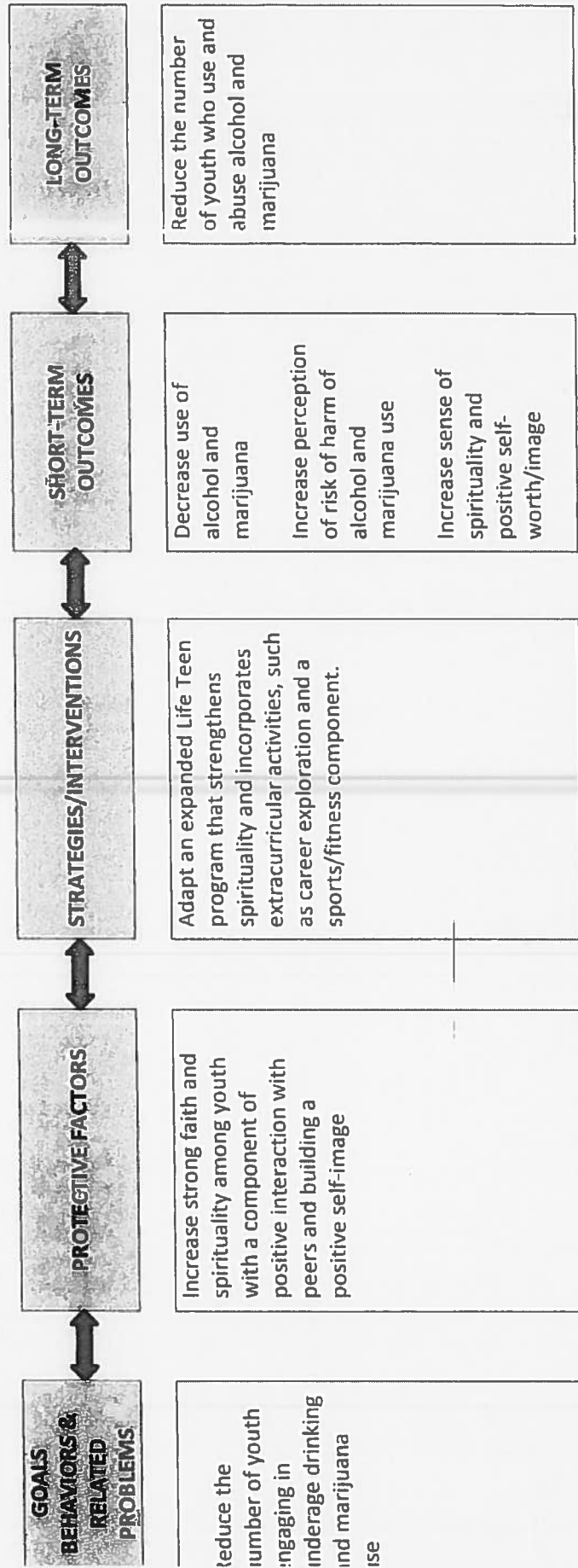
2. OUTCOMES

EVALUATION INDICATORS AND DATA SOURCES				
OUTCOMES: What are the indicators of progress on targeted objectives?				
	Indicators What measure will tell us what we want to know?	Data sources/Method Where/How will the data be collected?	Frequency When will the data be collected?	Who is responsible?
Alcohol and marijuana consumption	Number of participants engaging in the use of alcohol and drugs	Annual survey (modified YRBS) conducted at the Catholymics event	Every April	Kevin Delgado
Perception of risk of harm of alcohol and marijuana	Participants perception of the risk of harm of alcohol and marijuana use	Annual survey (modified YRBS) conducted at the Catholymics event	Every April	Kevin Delgado
Increase sense of spirituality, self worth, and self image	Participants increased spirituality, positive self worth and self image	Annual survey (modified YRBS) conducted at the Catholymics event	Every April	Kevin Delgado

AKG

On 1st June 2012

APPENDIX B: LOGIC MODEL TO REDUCE UNDERAGE DRINKING AND MARIJUANA USE



ATTACHMENT B

GBHWC and Santa Teresita Catholic Church

GBHWC RFP 05-2015

Contractor shall abide by the GBHWC Government of Guam – Additional Contractual Terms and Conditions – Cost Reimbursement Contracts and Federal Grant Fund Certifications and Assurances forms attached hereto as stipulated and required by GBHWC in its application and receipt of these federal funds.

Contractor agrees to abide by the other forms completed, signed and submitted with their proposal but not attached to this contract. These forms are:

- Disclosure Affidavit
- Non-Collusion Affidavit
- No Gratuities or Kickbacks Affidavit
- Ethical Standards Affidavit
- Declaration re Compliance with U.S. DOL Wage Determination
- Affidavit re Contingent Fees
- Civil Rights Requirements
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Limited English Proficiency Certification
- Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170
- Certification Regarding Environmental Tobacco Smoke
- Compliance with Federal Financial Accountability Transparency Act
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al.

Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

GBHWC Government of Guam – Additional Contractual Terms and Conditions- Cost
Reimbursement Contracts

Partner/Subrecipient/ Sub Grantee (herein "offerors", "contractors", "service providers") agree to the following contractual terms and conditions as part of any contract entered into in this procurement.

**ADDITIONAL CONTRACTUAL TERMS AND CONDITIONS PROFESSIONAL SERVICES-
COST REIMBURSEMENT CONTRACTS**

The following clauses utilize the generic term "the contractor" to refer to potential offerors, offerors, contractors, vendors, service providers or any other name used in the procurement as to the individual(s) or entity that is in receipt of the solicitation or awarded the contract in the procurement. The generic term "the government of Guam" is used to reference the departments, agencies, boards, officers and employees of the government of Guam. The generic term "this contract" is used to refer to the procurement, the agreement, the collective documents that are part of the procurement, i.e. the request for proposal, the proposal, the agreed cost estimate, the signed forms, the certification and assurance forms, and any other documents identified by the parties.

In event the contractor discovers any ambiguity or inconsistency with the terms below and the solicitation documents the contractor must raise the issue to the head of the Purchasing Agency in writing prior to submitting its proposal, and during any applicable question submittal period that may be designated in the request for proposal. In the event there is to be a modification of a term in the Additional Terms and Conditions it will be done through the amendment of the request for proposal process.

A. GENERAL REQUIREMENTS:

This procurement is subject to all applicable federal and Guam laws and regulations.

The government of Guam Procurement Laws and Regulations shall govern the validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties. The Guam Procurement Laws are available at the Office of Complier's website <http://www.guamcourts.org/CompilerofLaws/index.html> as part of the 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Complier's website 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.guamopa.com/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration General Service Agency <http://bit.guam.gov/> all have useful procurement information and forms.

The contractor expressly consents to the jurisdiction of Guam and to the venue of the courts on Guam with respect to any and all claims which may arise by reason of this contract, and waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

G. PROHIBITION OF EMPLOYMENT OF SEX OFFENDERS:

Pursuant to 5 G.C.A. § 5253

(a) No person convicted of a sex offense under the provisions of 9 GCA Chapter 25, or an offense as defined in GCA Chapter 28 Article 28, on Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) The contractor warrants (1) that no person providing services on behalf of the contractor has been convicted of a sex offense as set forth in the preceding subsection; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of 9 GCA Chapter 25 or 9 GCA Chapter 28 Article 2, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

For the purposes of this "Prohibition of Employment of Sex Offenders Clause" in the event the contractor is providing services that involve direct contact with the government of Guam consumers, customers or potential eligible receivers of the government of Guam public health, safety or education program services, all locations where there is contact with those individuals is considered for purposes of this clause in this contract "property of the government of Guam".

H. WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:

(a) The contractor shall comply with 5 GCA § 5801 et.seq., and with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. The contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this contract is awarded to the contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause.

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be stipulations contained in that contract

- A. drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for Guam in accordance therewith;
- B. method of shipment or packing; or
- C. place of delivery.

(2) **Adjustments of Price or Time for Performance.** If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment Clause" of this contract.

Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the government of Guam promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written change order under the paragraph (Change Order) of this clause, unless such period is extended by the head of the Purchasing Agency in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the government of Guam is prejudiced by the delay in notification.

(4) **Claims Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) **Other Claims not Barred.** In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the, "Section N, subsection (1) Notice of Claim of the " Claims Based On The Head Of The Purchasing Agency's or Omissions Claim Clause", or for breach of contract.

J. STOP WORK ORDER:

(1) **Order to Stop Work.** The head of the Purchasing Agency may, by written order to the contractor, at any time, and without notice to any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within

M. PRICE ADJUSTMENT:

(a) **Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- i. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- ii. by unit prices specified in the contract or subsequently agreed upon;
- iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- iv. in such other manner as the parties may mutually agree; or
- v. in the absence of agreement between the parties, by a unilateral determination by the head of the Purchasing Agency of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the head of the Purchasing Agency in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under 2 GAR Division 4 Chapter 7 (Cost Principles), subject to the provisions of 2 GAR Division 4 Chapter 9 (Legal and Contractual Remedies), as modified by the "Mandatory Disputes Clause" of this contract.

(b) **Submission of the Cost or Pricing Data.** The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of 2 GAR Division 4 §3118 (Costs or Pricing Data).

N. CLAIMS BASED ON THE HEAD OF PURCHASING AGENCY'S ACTIONS OR OMISSIONS:

(1) **Notice of Claim.** If any action or omission on the part of the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

specified in writing by the head of the Purchasing Agency, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the head of the Purchasing Agency may procure similar supplies or services in a manner and upon terms deemed appropriate by the head of the Purchasing Agency. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(b) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the head of the Purchasing Agency, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of the contractor in which the government of Guam has an interest.

(c) **Compensation.** Payment for completed supplies delivered and accepted by the government of Guam shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the head of the Purchasing Agency; if the parties fail to agree, the head of the Purchasing Agency shall set an amount subject to the contractor's rights under 2 GAR Division 4 Chapter 9 (Legal and Contractual Remedies) as modified by the "Mandatory Disputes Resolution Clause" of this contract. The government of Guam may withhold from amounts due the contractor such sums as the head of the Purchasing Agency deems to be necessary to protect the government of Guam against loss because of outstanding liens or claims of former lien holders and to reimburse the government of Guam for the excess costs incurred in procuring similar goods and services.

(d) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work here under which endangers such performance) if the contractor has notified the head of the Purchasing Agency within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the head of the Purchasing Agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of Guam under the "Termination for Convenience of the Government of

(c) **Right to Supplies.** The head of the Purchasing Agency may require the contractor to transfer title and deliver to the government of Guam in the manner and to the extent directed by the head of the Purchasing Agency:

- (1) any completed supplies; and
- (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the head of the Purchasing Agency, protect and preserve property in the possession of the contractor in which the government of Guam has an interest. If the head of the Purchasing Agency does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam. Title 13 G.C.A. §2706 is quoted at the end of this clause. Utilizing this §, in no way implies that the government of Guam has breached the contract by exercise of this "Termination for Convenience of the Government of Guam Clause".

(d) **Compensation.**

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR Division 4 §3118 (Cost or Pricing Data) bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the head of the Purchasing Agency may pay the contractor, if at all, an amount set in accordance with the preceding subsection (c) of this clause.

(2) The head of the Purchasing Agency and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR Division §3118 (Costs or Pricing Data) and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the government of Guam, the proceeds of any sales of supplies and manufacturing materials under the subsection(3) of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under the "Contractor's Obligation" subsection (b) above, the head of the Purchasing Agency shall pay the contractor the following amounts, provided payments agreed to under the "Contractor's Obligation" subsection (b) shall not duplicate payments under this subparagraph "Compensation":

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such

referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.

(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.

(4) Where the resale is at public sale:

(a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and

(b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of resale; and

(c) If the goods are not to be within the view of those attending the sale the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders; and

(d) The seller may buy.

(5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.

(6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (subdivision (3) of §2711)."

R. MANDATORY DISPUTES RESOLUTION CLAUSE:

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) **Disputes- Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the Purchasing Agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The head of the Purchasing Agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

actual costs, as defined in 2 GAR Division 4 § 7101 (1), submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of actual cost submitted may be less than the agreed upon compensation, but in no event shall it exceed the agreed upon compensation. The invoice should reflect only those service fees incurred for the current billing period. Each invoice should also include the total amount billed from the inception of the current year contract. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice will not be deemed a waiver of any of the GBHWC's rights under this Agreement.

C. Final Payment. The GBHWC shall make final payment delivery and acceptance of all services mentioned herein specified and performed. Prior to final payment and as a condition precedent thereto, the Service Provider shall execute and deliver to the GBHWC a release, in a form provided by the GBHWC, of claims against the GBHWC and the government of Guam arising under and by virtue of the contract. Additionally prior to final payment and as condition precedent thereto, the Service Provider shall ensure a smooth program transition; and shall immediately provide the GBHWC with all program related information, files, equipment, service contributions/program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or items.

D. Allowable Costs – Cost Reimbursement. The Service Provider agrees to comply with the following standards of financial management:

a. Financial Records. The Service Provider shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

b. Accounting Records. The Service Provider shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the contract, authorizations, obligations, unobligated balances, assets, outlays, and income.

c. Internal Control. The Service Provider shall maintain effective control over and accountability for all funds and assets. The Service Provider shall keep effective internal controls to ensure that all the GBHWC funds received are separately and properly allocated to the activities described in this Agreement. The Service Provider shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

d. Source Documentation. The Service Provider shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant contract documents, and so forth. All costs invoiced by contract in this contract must be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles set forth in 2 GAR Division 4 § 7101 or in any federal assistance instrument applicable to this Agreement.

e. Reimbursable Cost Principles. The Service Provider shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant and/or contract documents and so forth.

this clause shall also be deemed to apply to the Service Provider's subcontractor, and the Service Provider is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

b. The Service Provider shall maintain accurate financial records of all monies paid to it under this Agreement. The Service Provider shall provide to the GBHWC a budgetary breakdown by object category as to all services under this Agreement. An initial proposed budgetary breakdown is part of the request for proposal, and the agreed cost proposal, budget, staffing request and are incorporated into the scope of services of this Agreement as part of Attachment A.

c. The Service Provider shall provide to the GBHWC a quarterly report describing its activities during the reporting period and the results it achieved no later than twenty (20) days after the end of each Quarter.

d. The Service Provider must provide prior written notification to the GBHWC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more as to its services related to this contract, or with regard to items to be invoices as part of the contract.

e. The Service Provider shall provide access to duly authorized representative of the GBHWC, the Guam Public Auditor, or their authorized representatives, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. The Service Provider shall upon written request by the GBHWC, the Guam Public Auditor, or their authorized representatives provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.

f. The Service Provider is subject to the Single Audit Rules shall provide annually to GBHWC copies of its Audit Reports for all time periods covered as part of this Agreement.

g. The Service Provider shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to the GBHWC as well as a Fiscal Year-end report of all expenditures of funds under the contract no later than November 15, the initial year, and November 15, of the each subsequent year.

h. In the event the Service Provider fails to timely provide any reports or items set forth in this section to the GBHWC after prior written reasonable notice by the GBHWC to the Service Provider and the Service Provider's failure to cure the contract default, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this contract by the Service Provider.

T. MISCELLANEOUS OTHER TERMS AND CONDITIONS:

1. Payment and Release of Claims. Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the contract. Prior to final payment; and as a condition precedent thereto, the contractor shall execute and deliver to government of Guam, a release in a form

7. The Government of Guam Assumes No Liability. The government of Guam assumes no liability for any accident or injury that may occur to the contractor, its officers, agents, representatives, successors and or dependents, or personal property while in route to or from; Guam/or on Guam, or during any travel mandated by the terms of this agreement. The government of Guam shall not be liable to the contractor for any services or work performed prior to there being an approved awarded contract, and the contractor expressly waives any and all claims for services performed or materials and supplies purchased in expectation of the contract, prior to an approved awarded contract.

8. Insurance. (Service Contracts) The contractor shall procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage for the operation of the services set forth in this contract. The contractor shall provide certificates of such insurance to the government of Guam when required and shall immediately report in writing to the government of Guam any insurance claims filed.

- a. Workers Compensation Insurance that covers all employees of the contractor working in any capacity in the contractor's services under this contract, in the amount as required by Guam law.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. The contractor shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than one million dollars (\$1,000,000.00) for bodily injuries or death per occurrence, and not less than three hundred thousand (\$300,000.00) for damages to property. Such policy shall insure the government of Guam and its respective agents and employees with respect to liability as a result of the operation of the services set forth in this contract.

9. Privacy Rights. The contractor shall comply with all federal and Guam laws and regulation as to the privacy rights of individuals and as to any records and information of individuals providing services under this contract, including but not limited to the following:

- a. **HIPPA.** Health Insurance Portability and Accountability Act (HIPPA of 1006, P.L. 104-1991 and the Federal "Standards for Privacy of Individually identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E., and
- b. **Client Confidentiality.** The contractor shall ensure information obtained directly or indirectly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized federal, Guam, or local monitoring agencies. (Ref. 45 CFR 1321.51).

17. Force Majeure. The Service Provider and/or the GBHWC (other than its payment obligation) shall be excused from performance under this Agreement for any period that the Service Provider or the GBHWC is prevented from performing any services in whole or in part as a result of acts of God, typhoons, earthquakes, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the party invoking the section (each of the foregoing deemed a "Force Majeure"), provided that the Service Provider or the GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the Service Provider's or the GBHWC's control to ensure that the Service Provider or the GBHWC can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed a breach of the Agreement. This clause shall not relieve the Service Provider of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing, via hand delivery return receipt, within FIVE (5) days of the inception of such delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform, and shall resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists. The parties shall meet to discuss and determine a revised timetable for completion of any Services delayed by a Force Majeure Event under this Agreement.

18. Severability. The provisions of the contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this contract is declared unenforceable, the parties will substitute an enforceable provision that to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

19. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of that party's rights under this Agreement shall be effective to waive any other rights.

21. No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this contract.

22. Applicable Law. The laws of Guam shall govern any contract in this procurement, without giving effect to its choice of laws provisions. Venue shall be proper only in a

prompt written notice of any claim; (b) allow the Service Provider to control the defense or the settlement of the claim; and (c) cooperate with the Service Provider in a reasonable way to facilitate the defense or settlement of the claim.

If any product or service becomes, or in the Service Provider's opinion is likely to become the subject of a claim of infringement, the Service Provider shall at its option and expense: (a) provide a procuring agency the right to continue to using the product or service; (b) replace or modify the product or service so that it becomes non-infringing; or (c) accept the return of the product or service, less the unpaid portion of the purchase price any other amounts due the Service Provider. The Service Provider's obligations will be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

27. Approval of Service Provider Personnel. Personnel proposed in the Service Provider's written proposal to the GBHWC are considered material to any services or work performed under this Agreement. No changes in personnel will be made by the Service Provider without the prior written consent of the GBHWC. Replacement of any of the Service Provider's personnel, if approved will be with equal ability, experience and qualifications. The Service Provider will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project or program immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The GBHWC shall retain the right to request the removal of any of the Service Provider's personnel at any time.

U. MANDATORY REPRESENTATIONS BY SERVICE PROVIDER:

a. Ethical Standards. With respect to this procurement and any other contract that the Service Provider may have, or wish to enter into, with the GBHWC, the Service Provider represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

b. Prohibition Against Gratuities and Kickbacks. With respect to this procurement and any other contract that the Service Provider may have or wish to enter into with the GBHWC, the Service Provider represents that he/she/it has not violated, is not violating, and promises that he/she/it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

c. Prohibition Against Contingent Fees. The Service Provider represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam.

d. Prohibition of Employment of Sex Offenders.

The Service Provider agrees that any violation of the Service Provider's obligations or its subcontractors obligations as set forth in this Section "Wage and Benefit Compliance Service Providers Providing Service's Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

In addition to any and all other breach of contract actions the GBHWC may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the Service Provider may be placed on probationary status by the Director of GBHWC, for a period of one (1) year. During the probationary status the Service Provider shall not be awarded any contract by any instrumentality of the government of Guam. The Service Provider if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance Service Providers Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

The Service Provider's Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract.

The Service Provider agrees to provide upon written request by the GBHWC written certification of its compliance with its obligations under this "Wage and Benefit Compliance Service Providers Providing Services Clause" as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by the GBHWC the Service Provider shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

f. Health Insurance Portability and Accountability (HIPPA). The Service Provider shall comply with the Health Insurance Portability and Accountability Act (HIPPA of 1996, P.L. 104-1991 and the Federal "Standards for Privacy of Individually identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.

g. Client Confidentiality. The Service Provider shall ensure information obtained directly or indirectly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, or Guam monitoring agencies. (Ref. 45 CFR 1321.51 and 42 CFR Part II). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

h. Confidentiality. Any information provided to or developed by the Service Provider in the performance of this Agreement shall be kept confidential and shall not be made available to any

(DISID) for placement. In the event the Service Provider is unable to employ due to the lack of individuals with disabilities who are able to work, the Service Provider shall utilize funds for the purchase of supplies produced by non-profit organizations employing individuals with disabilities. Efforts to comply with this specification shall be documented by the Service Provider and is subject to review and inspection by the GBHWC.

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SUBMITTED BY:

Signature of Authorized Official: *Fr. Patrick Castro, OFM Cap* Date: *9/15/15*

Name of Authorized Official: *FR. PATRICK CASTRO, OFM CAP.*

Name of Organization: *SANTA TERESITA CATHOLIC CHURCH*

This form shall be submitted in the Proposal Envelope.

Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Federal Grant Fund Certifications and Assurances

Partner/Subrecipient/ Sub Grantee by their signature below certify and assure their compliance with the following:

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the organization) certifies to the best of his or her knowledge and belief, that the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the undersigned not be able to provide this certification, an explanation as to why should be set forth in a letter with the letter head of the organization on it and accompany this form in the proposal package.

The undersigned agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the organization) certifies that the organization will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's work-place and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the organization) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are available upon request from GBHWC or via the SAMHSA grant management website, forms.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

The undersigned (authorized official signing for the organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the organization will comply with the U.S. Department of Public Health Service terms and conditions of the grant award that is part of the funding for this procurement.

5. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment,

8. Notice of Grant Award

The undersigned certifies it has received a copy of the Notice of Grant Award of the federal grant funds that are part of this procurement with its accompanying terms and conditions, and attaches a copy of the Notice of Grant award to this form. The undersigned certifies the organization shall comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the program. (A copy of the Notice of Grant award is available for download at GBHWC PEACE website; <http://www.peaceguam.org>) and is incorporated herein as if fully rewritten.

This form consists of 4 pages and additionally includes a copy of the Notice of Grant Award incorporated herein by reference as if fully re-written.

(Please PRINT and attach a copy of the Notice of Grant Award to the signed form upon its submission).

SUBMITTED BY:

Signature of Authorized Official:

Fr. Patrick Castro, DPM CAP Date: *9/15/15*

Name of Authorized Official:

FR. PATRICK CASTRO, DPM CAP.

Name of Organization:

SANTA TERESITA CATHOLIC CHURCH

This form shall be submitted in the Proposal Envelope.



SPF-PFS
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 02/15/2016

Center for Substance Abuse Prevention

Grant Number: 5U79SP020157-03 REVISED
FAIN: SP020157

Program Director:
Barbara S Benavente

Project Title: GUAM'S PEACE PARTNERSHIPS FOR SUCCESS

Grantee Address	Business Address
GUAM BEHAVIORAL HEALTH AND WELLNESS CTR Supervisor, Prevention and Training Branch 790 GOVERNOR CARLOS G. CAMACHO ROAD TAMUNING, GU 969133129	GUAM BEHAVIORAL HEALTH AND WELLNESS CTR Director 790 Governor Carlos G. Camacho Road Tamuning, GU 96913

Budget Period: 09/30/2015 – 09/29/2016
Project Period: 09/30/2013 – 09/29/2018

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to GUAM BEHAVIORAL HEALTH AND WELLNESS CTR in support of the above referenced project. This award is pursuant to the authority of Section 516 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Andrew Payne
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5U79SP020157-03 REVISED**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$341,866
Fringe Benefits	\$133,201
Personnel Costs (Subtotal)	\$475,067
Supplies	\$51,084
Consortium/Contractual Cost	\$1,255,409
Travel Costs	\$12,849
Other	\$8,500

Direct Cost	\$1,802,909
Indirect Cost	\$19,077
Approved Budget	\$1,821,986
Federal Share	\$1,821,986
Less Unobligated Balance	\$1,395,559
Cumulative Prior Awards for this Budget Period	\$426,427

AMOUNT OF THIS ACTION (FEDERAL SHARE) **\$0**

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$426,427
4	\$1,426,801
5	\$1,426,801

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1980018947H8
Document Number:	13SP20157A
Fiscal Year:	2015

IC	CAN	Amount
SP	C96V012	\$426,427

IC	CAN	2015	2016	2017
SP	C96P124		\$1,426,801	\$1,426,801
SP	C96V012	\$426,427		

SP Administrative Data:

PCC: PFS 2013 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5U79SP020157-03 REVISED

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-

800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5U79SP020157-03 REVISED

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – SP Special Terms and Conditions – 5U79SP020157-03 REVISED

REMARKS:

This action approves the following carryover of an unobligated balance in the amount of \$395,185 from previous year's unobligated balance into the 03 year which was originally submitted on January 28, 2016.

The total unobligated amount that has been moved reflects as follows:

- \$1,000,374: Off-set amount towards your 03 Year Notice of Award.
- \$395,185: Requested unobligated balance being moved from the 02 year into the 03 Year.

Total unobligated amount moved: \$1,395,559

If the final resolution of the audit covering the above stated budget period(s) determines that the unobligated balance of funds is incorrect, SAMHSA will not make additional funds available to cover any shortfall.

SPECIAL CONDITION OF AWARD:

NONE

STANDARD TERMS OF AWARD:

ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER.

CONTACTS:

Kemar Mapp, Program Official
Phone: (240) 276-1241 Email: Kemar.Mapp@samhsa.hhs.gov

Andrew Payne, Grants Specialist
Phone: (240) 276-1238 Email: Andrew.Payne@samhsa.hhs.gov Fax: (240) 276-1430

fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5U79SP020157-03

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – SP Special Terms and Conditions – 5U79SP020157-03

REMARKS:

This award reflects the following:

1) Approval of the budget submitted on March 01, 2015 as part of the continuation application.

2) Reflects an offset in the amount of \$1,000,974 from 01-year funds due to programmatic reasons recommended by your project officer.

3) \$19,077 Budgeted for "Indirect Costs" is restricted and may not be used for any other purpose until a current negotiated indirect cost rate agreement is finalized and submitted to the Division of Grants Management, SAMHSA.

SPECIAL CONDITION OF AWARD:

NONE

STANDARD TERMS OF AWARD:

Refer to the following SAMHSA website for Standard Terms of Award:

<http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions> (Continuation)

Updated Key Staff:

Key staff (or key staff positions, if staff has not been selected) are listed below:

Barbara Benavente, Project Director @ 25% level of effort

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a



SPF-PFS
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Prevention

Notice of Award

Issue Date: 07/08/2015

Grant Number: 5U79SP020157-03
FAIN: SP020157

Program Director:
Barbara S Benavente

Project Title: GUAM'S PEACE PARTNERSHIPS FOR SUCCESS

Grantee Address	Business Address
GUAM BEHAVIORAL HEALTH AND WELLNESS CTR Supervisor, Prevention and Training Branch 790 GOVERNOR CARLOS G. CAMACHO ROAD TAMUNING, GU 969133129	GUAM BEHAVIORAL HEALTH AND WELLNESS CTR Director 790 Governor Carlos G. Camacho Road Tamuning, GU 96913

Budget Period: 09/30/2015 – 09/29/2016
Project Period: 09/30/2013 – 09/29/2018

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$426,427 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to GUAM BEHAVIORAL HEALTH AND WELLNESS CTR in support of the above referenced project. This award is pursuant to the authority of Section 516 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5U79SP020157-03**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$341,866
Fringe Benefits	\$133,201
Personnel Costs (Subtotal)	\$475,067
Supplies	\$9,684
Consortium/Contractual Cost	\$910,124
Travel Costs	\$12,849
 Direct Cost	 \$1,407,724
Indirect Cost	\$19,077
Approved Budget	\$1,426,801
Federal Share	\$1,426,801
Less Unobligated Balance	\$1,000,374
Cumulative Prior Awards for this Budget Period	\$0

AMOUNT OF THIS ACTION (FEDERAL SHARE)**\$426,427**

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$426,427
4	\$1,426,801
5	\$1,426,801

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1980018947H8
Document Number:	13SP20157A
Fiscal Year:	2015

IC	CAN	Amount
SP	C96V012	\$426,427

IC	CAN	2015	2016	2017
SP	C96P124		\$1,426,801	\$1,426,801
SP	C96V012	\$426,427		

SP Administrative Data:**PCC: PFS 2013 / OC: 4145**

SECTION II – PAYMENT/HOTLINE INFORMATION – 5U79SP020157-03

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning

recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

REPORTING REQUIREMENTS:

1) A Federal Financial Report (SF-425) must be submitted annually to the Division of Grants management which reflects both the federal, program income and match expenditures, if applicable

Please submit your Federal Financial Report to CSAPFFR@samhsa.hhs.gov and copy your Program Official. (HARD COPIES SUBMISSION IS NOT REQUIRED)

2) Submission of a Programmatic Quarterly Report is due no later than the dates as follows:

1st Report – January 30, 2016

2nd Report – April 30, 2016

3rd Report - July 31, 2016

4th Report – October 31, 2016

Please submit your Programmatic Quarterly Report to DGMPProgressReports@samhsa.hhs.gov and copy your Program Official. (HARD COPIES SUBMISSION IS NOT REQUIRED)

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.

CONTACTS:

Damaris Richardson, Program Official

Phone: (240) 276-2437 Email: damaris.richardson@samhsa.hhs.gov

Andrew Payne, Grants Specialist

Phone: (240) 276-1238 Email: Andrew.Payne@samhsa.hhs.gov Fax: (240) 276-1430